

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MELIEK SANDERS & COREY PHILLIPS,

Plaintiffs,

-against-

CITY OF NEW YORK, NATHANIEL RAY, and
MICHAEL RAKEBRANDT,

Defendants.
-----X

JUDGMENT
12-CV- 0113 (PKC)

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.
★ JUL 02 2015 ★

BROOKLYN OFFICE

Defendants City of New York, Nathaniel Ray, and Michael Rakebrandt, having offered Plaintiff Corey Phillips to take a judgment against the City of New York in this action for the total sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for Plaintiff Corey Phillips' federal claims and Plaintiff Corey Phillips having accepted said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68 of the Federal Rules of Civil Procedure in favor of Plaintiff Corey Phillips and against the City of New York in the total sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus reasonable attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff Corey Phillips may have to damages, or any other form or relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency, in connection with the facts and circumstances that are the subject of this action; that judgment is made for the

am

JUDGMENT 12-CV- 0113 (PKC)

purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiffs have suffered any damages; this offer will act to release and discharge Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or agency thereof, from any and all claims that were or could have been alleged by Plaintiff Corey Phillips arising out of the facts and circumstances that are the subject of this action; Plaintiff Corey Phillips waive rights to any claims for interest on the amount of the judgment and agrees that payment of Two Hundred Fifty Thousand (\$250,000.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part; if Plaintiff Corey Phillips is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to counsel for Defendants a final demand letter from Medicare; Plaintiff Corey Phillips agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff Corey Phillips further agrees to hold harmless Defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare

JUDGMENT 12-CV- 0113 (PKC)

payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
July 02, 2015

Douglas C. Palmer
Clerk of Court

by: /s/ Janet Hamilton
Deputy Clerk